

**From:** [Farah Jean francois](#)  
**To:** Emma Catherine  
**Cc:** [Ahmad Keshavarz](#)  
**Subject:** Re: Confirmation of rejection of the settlement offer  
**Sent:** 8/3/2022 4:59:49 PM

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I don't agree. I'm Rejecting the offer.

On Wed, Aug 3, 2022 at 4:55 PM Emma Catherine <[emma@newyorkconsumerattorney.com](mailto:emma@newyorkconsumerattorney.com)> wrote:

Ms. Francois,

Please see attached for the settlement offer from the Defendant that we just discussed over the phone and which you have rejected. If you have any questions, please let me know, otherwise please confirm your rejecting by responding to this email "I reject the offer."

Emma Catherine, Esq.

Partner



FDCPA Attorneys: Protecting consumers from  
deceptive and unfair debt collection

**The Law Office of Ahmad Keshavarz**

**NOTE OUR ADDRESS HAS CHANGED BACK TO:**

[16 Court St., Suite 2600, Brooklyn, NY 11241-1026](#)

Cell: (917) 945-9848 Fax: (877) 496-7809

Website: [www.NewYorkConsumerAttorney.com](http://www.NewYorkConsumerAttorney.com)

Email: [emma@newyorkconsumerattorney.com](mailto:emma@newyorkconsumerattorney.com)

**From:** Emma Caterine on behalf of [Emma Caterine](#)  
**To:** [Farah Jean francois](#)  
**Cc:** [Ahmad Keshavarz](#)  
**Subject:** Confirmation of rejection of the settlement offer  
**Attachments:** [Rule 68 Offer of Judgment 7.20.2022.pdf](#)  
**Sent:** 8/3/2022 4:54:57 PM

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Ms. Francois,

Please see attached for the settlement offer from the Defendant that we just discussed over the phone and which you have rejected. If you have any questions, please let me know, otherwise please confirm your rejecting by responding to this email "I reject the offer."

Emma Caterine, Esq.  
Partner



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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
**FARAH JEAN FRANCOIS,**

**Plaintiff,**

**Civil Action No. Case No.:  
1:22-cv-4447**

**-against-**

**OFFER OF JUDGMENT**

**VICTORY AUTO GROUP LLC d/b/a  
VICTORY MITSUBISHI and  
SPARTAN AUTO GROUP LLC d/b/a  
VICTORY MITSUBISHI,  
JOHN DOES 1 - 6, and  
PHILIP ARGYROPOULOS,**

**Defendants.**  
-----X

Pursuant to [Rule 68 of the Federal Rules of Civil Procedure](#) **SPARTAN AUTO GROUP LLC** hereby offers to allow Plaintiff **FARAH JEAN FRANCOIS** to take judgment against it in this action for the total sum of Five Thousand and Ten Dollars (\$5,010.00), plus Plaintiff's costs incurred herein to the date of this offer (the "Offer"), including her reasonable attorneys' fees incurred to the date.

A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief arising out of the acts and/or omissions Plaintiff alleges against all Defendants in her Complaint in the above captioned action, including all of Defendants' officers, employees, or agents, either past or present.

This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, and b) if necessary, in a proceeding to determine the reasonableness of any attorney fees that Plaintiff may claim hereunder.

This Offer is made for the purposes specified in [F.R.C.P. Rule 68](#) and shall not be construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Complaint.

Acceptance of the Offer will act to release and discharge all Defendants, their successors or assigns and all of their past and present officers, employees and agents from any and all claims that were or could have been alleged by Plaintiff against them.

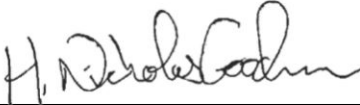
Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto.

A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York  
July 20, 2022

Yours, etc.

NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY: \_\_\_\_\_

H. Nicholas Goodman  
*Attorney for Defendants*  
VICTORY AUTO GROUP LLC d/b/a  
VICTORY MITSUBISHI and  
SPARTAN AUTO GROUP LLC d/b/a  
VICTORY MITSUBISHI,  
and PHILIP ARGYROPOULOS,  
333 Park Ave. South, Suite 3A  
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